

# Christopher & Banks

**COMPREHENSIVE MAJOR MEDICAL PLAN**

**DECEMBER 1, 2005**

**Exhibit B**

**CB 000005**

Case 1:08-cv-00464-WCG Filed 01/20/09 Page 1 of 31 Document 20-3

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**SCHEDULE OF MEDICAL BENEFITS**  
**PPO Plan**

Annual Deductibles		Annual Out-Of-Pocket Maximums	
PPO	\$100 Individual \$300 Family	(Excludes Deductible)	PPO \$1,000 Individual \$3,000 Family
Non-PPO	\$1,500 Individual \$1,500 Family	Non-PPO	\$2,500 Individual \$6,000 Family
Lifetime Benefit Maximum		(Includes All Other Maximums)	
		\$2,000,000 Individual	

The following schedule summarizes coinsurance amounts paid by the plan, benefit maximums and additional explanations needed for your benefits. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures outlined in the Health Care Management Services section of this plan. Please refer to the text for additional plan provisions which may affect your benefits.

Benefit Description	Annual Deductible	PPO Plan Pays	Non-PPO Plan Pays	Additional Limitations And Explanations
<b>Physician Office Visits:</b> PPO Non-PPO	NO YES	100% ---	--- 70%	You must pay the first \$20 per office visit to a PPO provider. Your \$20 co-pay applies to the office visit only. Only one co-pay is required per provider per day. Benefits include all covered services performed in the office (except outpatient therapy services) whether or not an office visit charge is made and any covered x-ray or laboratory services performed in conjunction with a visit. Covered expenses for outpatient therapy services will be considered as outlined in the applicable provision on this schedule.
<b>Routine And Preventive Services – Child To Age 3</b>	NO	100%	Not Covered	You must pay the first \$20 per visit to a PPO provider. Your \$20 co-pay applies to the office visit charge only. Only one co-pay is required per provider per day. Benefits include: well-child checkups and routine laboratory services.
<b>Routine And Preventive Services – Age 3 And Over</b>	NO	100%	Not Covered	<b>\$500 individual annual maximum.</b> Benefits include: <ul style="list-style-type: none"><li>• routine physicals;</li><li>• gynecological exams;</li><li>• well-child checkups for children age 3 and over; and</li><li>• routine x-rays and laboratory services (e.g. cholesterol screenings, TSH and resting EKGs).</li></ul>

Benefit Description	Annual Deductible	PPO Plan Pays	Non-PPO Plan Pays	Additional Limitations And Explanations	
Routine Cancer Screenings	NO	100%	Not Covered	<p><b>\$1,500 individual annual maximum.</b></p> <p>Benefits include:</p> <ul style="list-style-type: none"> <li>• PAP tests;</li> <li>• mammograms;</li> <li>• prostate cancer screenings, including PSA tests and digital rectal exams (DREs); and</li> <li>• colorectal cancer screenings, including fecal occult blood tests, double contrast barium enemas, flexible sigmoidoscopy and colonoscopy.</li> </ul>	
Routine Vaccinations, Inoculations And Immunizations	NO	100%	Not Covered		
Routine Vision/Eye And Hearing Exams	NO	100%	100%	<b>\$200 individual annual maximum.</b>	
Pregnancy-Related Care/ Maternity Services:				<p>You must pay the first \$20 for the initial visit to a PPO provider. Your co-pay applies to the office visit only. Only one co-pay is required per provider per day.</p>	
Initial Office Visit/ Physician Services (Global) :				<p>Routine ultrasounds are limited to 1 per pregnancy. Expenses for x-ray or laboratory services not included in the physician's global fee will be considered as All Other Covered Medical Expenses, or as outlined on this schedule (e.g. lab program).</p>	
Initial Office Visit/ Physician Services (Global) :	PPO Non-PPO	NO YES	100% ---	---	<p>Routine ultrasounds are limited to 1 per pregnancy. Expenses for x-ray or laboratory services not included in the physician's global fee will be considered as All Other Covered Medical Expenses, or as outlined on this schedule (e.g. lab program).</p>
Inpatient Hospital/ Birthing Center Services	NO	90%	70%		
Anesthesiology Services	NO	100%	100%	<p>For inpatient stays, you must pay the first \$200 per admission. The plan's payment for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.</p>	
Home Health Care	YES	100%	100%	<p>Limited to 90 visits per year. To help reduce your out-of-pocket costs, you should notify First Health prior to scheduling any home health care. Non-PPO expenses will apply to the PPO deductibles.</p>	

Benefit Description	Annual Deductible	PPO Plan Pays	Non-PPO Plan Pays	Additional Limitations And Explanations
<b>Chiropractic Services:</b> PPO Non-PPO	NO YES	100% ---	--- 70%	You must pay the first \$20 per visit to a PPO provider. Limited to 20 visits per year. Benefits include x-rays.
<b>Outpatient Therapy Services:</b> PPO Non-PPO	NO YES	100% ---	--- 70%	You must pay the first \$20 per visit to a PPO provider. Limited to 90 combined visits per year for speech, occupational and physical therapies.
<b>First Health Lab Program</b>	NO	100%	---	You can use this voluntary program for covered lab tests. Show your plan ID card and ask your physician to send your lab order to Quest Diagnostics. Note: This benefit applies to expenses for lab tests only. Related expenses for services provided by a physician (i.e. charges for an office visit or blood draw) are subject to applicable copayments and coinsurance. See the Health Care Management Services section of this plan for details. Expenses for lab tests not performed by Quest will be considered as All Other Covered Medical Expenses.
<b>Urgent Care Facility Services:</b> PPO Non-PPO	NO YES	100% ---	--- 70%	You must pay the first \$50 per visit to a PPO provider. Your \$50 co-pay applies to the facility charges only. Benefits include physician and facility services. Please see your regular physician or practitioner for routine care. Contact First Health if you need assistance with locating network providers.
<b>Emergency Room Services:</b> PPO Non-PPO	NO YES	100% ---	--- 70%	You must pay the first \$150 per visit to a PPO provider. Your \$150 co-pay applies to the facility charges only and will be waived if you are admitted to the hospital. Benefits include physician and facility services. Please see your regular physician or practitioner for non-emergency or routine care.
<b>Ambulance Services</b>	YES	100%	100%	Non-PPO expenses will apply to the PPO deductibles.
<b>Anesthesiology Services</b>	YES	100%	100%	Benefits include inpatient and outpatient services. Non-PPO expenses will apply to the PPO deductibles.

Benefit Description	Annual Deductible	PPO Plan Pays	Non-PPO Plan Pays	Additional Limitations And Explanations
Inpatient Physician Services	NO	100%	70%	Benefits include inpatient physician visits.
Inpatient Hospital Services	NO	90%	70%	You must pay the first \$200 per admission. Benefits include room and board expenses and miscellaneous hospital services. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.
Outpatient Surgery/ Ambulatory Surgical Facility	NO	100%	70%	You must pay the first \$50 per surgical visit. Expenses for outpatient physician/surgeon services will be considered as All Other Covered Medical Expenses.
Skilled Nursing Facility	YES	100%	100%	Limited to 60 days per year. To help reduce your out-of-pocket costs, you should notify First Health prior to any admission. Non-PPO expenses will apply to the PPO deductibles.
Hospice Facility/ Home Hospice	YES	100%	100%	Limited to 365 days/visits per lifetime. To help reduce your out-of-pocket costs, you should notify First Health prior to receiving any hospice care. Non-PPO expenses will apply to the PPO deductibles.
Inpatient Mental/Nervous	NO	100%	70%	You must pay the first \$200 per admission. Benefits include treatment of eating disorders. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.

Benefit Description	Annual Deductible	PPO Plan Pays	Non-PPO Plan Pays	Additional Limitations And Explanations
Inpatient Substance Abuse Treatment	NO	100%	70%	\$25,000 individual inpatient/outpatient substance abuse lifetime maximum. You must pay the first \$200 per admission. Limited to 30 days per year. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.
Outpatient Mental/Nervous Treatment: PPO Non-PPO	NO YES	100% ---	--- 70%	You must pay the first \$20 per visit to a PPO provider. Limited to 50 visits per year. Benefits include partial hospitalization, treatment of eating disorders and treatment of attention deficit disorder.
Outpatient Substance Abuse Treatment: PPO Non-PPO	NO YES	100% ---	--- 70%	\$25,000 individual inpatient/outpatient substance abuse lifetime maximum. You must pay the first \$20 per visit to a PPO provider. Limited to 30 visits per year. Benefits include partial hospitalization.
Durable Medical Equipment	YES	100%	100%	To help reduce your out-of-pocket costs, you should contact First Health prior to ordering, renting or purchasing any durable medical equipment or prosthetics. Examples of durable medical equipment include compression garments or stockings, wheelchairs, hospital beds, walkers, oxygen equipment, insulin infusion pumps and artificial limbs. Non-PPO expenses will apply to the PPO deductibles.
Wigs/Artificial Hairpieces After Radiation Therapy Or Chemotherapy	YES	100%	100%	\$300 individual lifetime maximum. Non-PPO expenses will apply to the PPO deductibles.

Benefit Description	Annual Deductible	PPO Plan Pays	Non-PPO Plan Pays	Additional Limitations And Explanations
All Other Covered Medical Expenses	YES	100%	70%	Benefits are provided for expenses listed in the Covered Medical Expenses section of this plan. See pages 36 - 42.

Health Care Management Services toll-free number:

1-800-541-1623

NOTES: The word lifetime refers to the period of time you or your eligible dependents participate in this plan or any other plan sponsored by Christopher & Banks, Inc.

**Usual And Customary Charges:** All non-PPO expenses, including those considered at the PPO level of benefits, are subject to reduction for usual and customary charges.

**Ancillary Services From Non-PPO Providers (No Choice Of Provider):** If you receive treatment from a PPO provider or facility, charges for emergency room physicians, assistant surgeons and related x-rays and laboratory services will be considered at the PPO level of benefits. Any follow-up care from a non-PPO provider will be considered at the non-PPO level of benefits. If you are admitted to a PPO hospital due to a medical emergency, all provider and facility services performed during the hospital stay will be considered at the PPO level of benefits.

**PPO Specialists Not Available:** If you live within the PPO area and no PPO specialists are available within 15 miles of your home address, you may utilize a non-PPO specialty care provider and have your eligible expenses considered at the PPO level of benefits. To qualify, you must contact First Health at the toll-free number prior to receiving any care. If you do not call, covered services will be considered at the non-PPO level of benefits.

**Emergency Admission To A Non-PPO Hospital:** If you are admitted to a non-PPO hospital due to a medical emergency, benefits will be considered at the PPO level until the plan notifies you or your health care provider that it considers your condition to be stable. Once your condition has stabilized, Health Care Management Services will help you locate a PPO hospital and arrange for a safe and timely transfer. The plan will cover reasonable transportation costs related to the transfer. However, if you choose to remain in the non-PPO hospital after your condition has stabilized, expenses will be considered at the non-PPO level of benefits, beginning the day after you are considered stable.

**Transition of Care For Some Ongoing Medical Treatment Begun Prior to December 1, 2005:** If you were receiving on-going medical care for pregnancy (second or third trimester only); cardiac rehabilitation; physical, occupational or speech therapy; radiation therapy or chemotherapy; mental/nervous or substance abuse treatment; or post-surgical care for surgery performed prior to the effective date of the plan, expenses for these services will be considered at the PPO level of benefits for the first 60 days from the effective date for medical care or through delivery and post-partum care for pregnancy (initial hospital confinement for newborn). To qualify for these transition benefits, you must call First Health at the toll-free number before continuing to receive services. If you do not call, covered services will be considered at the non-PPO level of benefits. Please refer to the health care management services section of this plan for additional information.

**SCHEDULE OF MEDICAL BENEFITS**  
**Out-Of-Area Plan**

Annual Deductible PPO	None	Annual Out-Of-Pocket Maximums (Excludes Deductible) \$1,000 Individual \$3,000 Family
<b>Lifetime Benefit Maximum</b> <small>Includes All Other Maximums</small> <small>\$2,000,000 Individual</small>		

The following schedule summarizes coinsurance amounts paid by the plan, benefit maximums and additional explanation needed for your benefits. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures outlined in the Health Care Management Services section of this plan. Please refer to the text for additional plan provisions which may affect your benefits.

Benefit Description	Annual Out-Of-Area Deductible	Plan Pay	Additional Limitations And Explanations
Physician Office Visits	NO	100%	You must pay the first \$20 per office visit. Your \$20 co-pay applies to the office visit only. Only one co-pay is required per provider per day. Benefits include all covered services performed in the office (except outpatient therapy services) whether or not an office visit charge is made and any covered x-ray or laboratory services performed in conjunction with a visit. Covered expenses for outpatient therapy services will be considered as outlined in the applicable provision on this schedule.
Routine And Preventive Services - Child To Age 3	NO	100%	You must pay the first \$20 per visit. Your \$20 co-pay applies to the office visit charge only. Only one co-pay is required per provider per day. Benefits include: well-child checkups and routine laboratory services.
Routine And Preventive Services - Age 3 And Over	NO	100%	<b>\$500 individual annual maximum.</b> Benefits include: <ul style="list-style-type: none"><li>• routine physicals;</li><li>• gynecological exams;</li><li>• well-child checkups for children age 3 and over; and</li><li>• routine x-rays and laboratory services (e.g. cholesterol screenings, TSH and resting EKGs).</li></ul>

Benefit Description	Annual Deductible	Plan Pays	Additional Limitations And Explanations
Routine Cancer Screenings	NO	100%	<p><b>\$1,500 individual annual maximum.</b></p> <p>Benefits include:</p> <ul style="list-style-type: none"> <li>• PAP tests;</li> <li>• mammograms;</li> <li>• prostate cancer screenings, including PSA tests and digital rectal exams (DREs); and</li> <li>• colorectal cancer screenings, including fecal occult blood tests, double contrast barium enemas, flexible sigmoidoscopy and colonoscopy.</li> </ul>
Routine Vaccinations, Inoculations And Immunizations	NO	100%	
Routine Vision/Eye And Hearing Exams	NO	100%	<b>\$200 individual annual maximum.</b>
Pregnancy-Related Care/ Maternity Services:			You must pay the first \$20 for the initial visit. Your co-pay applies to the office visit only. Only one co-pay is required per provider per day.
Initial Office Visit/ Physician Services (Global)	NO	100%	Routine ultrasounds are limited to 1 per pregnancy. Expenses for x-ray or laboratory services not included in the physician's global fee will be considered as All Other Covered Medical Expenses, or as outlined on this schedule (e.g. lab program).
Inpatient Hospital/ Birthing Center Services	NO	90%	For non-PPO inpatient stays, you must pay the first \$200 per admission. The plan's payment for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.
Home Health Care	YES	100%	Limited to 90 visits per year. To help reduce your out-of-pocket costs, you should notify First Health prior to scheduling any home health care.
Chiropractic Services	NO	100%	You must pay the first \$20 per visit. Limited to 20 visits per year. Benefits include x-rays.

Benefit Description	Annual Out-of-Pocket Deductible	Plan Pays	Additional Limitations And Explanations
Outpatient Therapy Services	NO	100%	You must pay the first \$20 per visit. Limited to 90 combined visits per year for speech, occupational and physical therapies.
First Health Lab Program	N/A	100%	You can use this voluntary program for covered lab tests. Show your plan ID card and ask your physician to send your lab order to Quest Diagnostics. Note: This benefit applies to expenses for lab tests only. Related expenses for services provided by a physician (i.e. charges for an office visit or blood draw) are subject to applicable co-payments and coinsurance. See the Health Care Management Services section of this plan for details. Expenses for lab tests not performed by Quest will be considered as All Other Covered Medical Expenses.
Urgent Care Facility Services	NO	100%	You must pay the first \$50 per visit. Your \$50 co-pay applies to the facility charges only. Benefits include physician and facility services. Please see your regular physician or practitioner for routine care. Contact First Health if you need assistance with locating network providers.
Emergency Room Services	NO	100%	You must pay the first \$150 per visit. Your \$150 co-pay applies to the facility charges only and will be waived if you are admitted to the hospital. Benefits include physician and facility services. Please see your regular physician or practitioner for non-emergency or routine care.
Ambulance Services	YES	100%	
Anesthesiology Services	YES	100%	Benefits include inpatient and outpatient services.
Inpatient Physician Services	NO	100%	Benefits include inpatient physician visits.
Inpatient Hospital Services	NO	90%	For non-PPO inpatient stays, you must pay the first \$200 per admission. Benefits include room and board expenses and miscellaneous hospital services. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.

Benefit Description	Are Animals Covered Or Are Dental Services Covered	Plan Key	Additional Limitations And Explanations
Outpatient Surgery/ Ambulatory Surgical Facility	NO	100%	You must pay the first \$50 per surgical visit. Expenses for outpatient physician/surgeon services will be considered as All Other Covered Medical Expenses.
Skilled Nursing Facility	YES	100%	Limited to 60 days per year. To help reduce your out-of-pocket costs, you should notify First Health prior to any admission.
Hospice Facility/ Home Hospice	YES	100%	Limited to 365 days/visits per lifetime. To help reduce your out-of-pocket costs, you should notify First Health prior to receiving any hospice care.
Inpatient Mental/Nervous	NO	100%	For non-PPO inpatient stays, you must pay the first \$200 per admission. Benefits include treatment of eating disorders. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.
Inpatient Substance Abuse Treatment	NO	100%	\$25,000 individual inpatient/outpatient substance abuse lifetime maximum. For non-PPO inpatient stays, you must pay the first \$200 per admission. Limited to 30 days per year. The plan's coinsurance for hospital expenses will be reduced by \$250 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.
Outpatient Mental/ Nervous Treatment	NO	100%	You must pay the first \$20 per visit. Limited to 50 visits per year. Benefits include partial hospitalization, treatment of eating disorders and treatment of attention deficit disorder.
Outpatient Substance Abuse Treatment	NO	100%	\$25,000 individual inpatient/outpatient substance abuse lifetime maximum. You must pay the first \$20 per visit. Limited to 30 visits per year. Benefits include partial hospitalization.

Benefit Description	Annual Out-Of-Area Deductible	Plan Pays	Additional Limitations And Explanations
Durable Medical Equipment	YES	100%	To help reduce your out-of-pocket costs, you should contact First Health prior to ordering, renting or purchasing any durable medical equipment or prosthetics. Examples of durable medical equipment include compression garments or stockings, wheelchairs, hospital beds, walkers, oxygen equipment, insulin infusion pumps and artificial limbs.
Wigs/Artificial Hairpieces After Radiation Therapy Or Chemotherapy	YES	100%	\$300 individual lifetime maximum.
All Other Covered Medical Expenses	YES	100%	Benefits are provided for expenses listed in the Covered Medical Expenses section of this plan. See pages 36 – 42.

Health Care Management Services toll-free number: 1-800-541-1623

**NOTES:** The word lifetime refers to the period of time you or your eligible dependents participate in this plan or any other plan sponsored by Christopher & Banks, Inc.

**Usual And Customary Charges:** All non-PPO expenses, including those considered at the PPO level of benefits, are subject to reduction for usual and customary charges.

**Ancillary Services From Non-PPO Providers (No Choice Of Provider):** If you receive treatment from a PPO provider or facility, charges for emergency room physicians, assistant surgeons and related x-rays and laboratory services will be considered at the PPO level of benefits. Any follow-up care from a non-PPO provider will be considered at the Out-Of-Area level of benefits. If you are admitted to a PPO hospital due to a medical emergency, all provider and facility services performed during the hospital stay will be considered at the PPO level of benefits.

## SCHEDULE OF TRANSPLANT BENEFITS

<b>Non-National Transplant Program Transplant Deductible</b> \$10,000 Per Transplant	<b>Lifetime Transplant Benefit Maximums</b> Applies To Medical Plan Maximum National Transplants Up To Medical Plan Maximum PPO/One Of Area Non-PPO - \$5,000,000 Individual
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The following schedule summarizes coinsurance amounts paid by the plan, benefit maximums and additional explanations needed for your transplant benefits. Refer to the Schedule of Medical Benefits for the annual deductible, out-of-pocket maximum and lifetime maximum. See the plan document text for additional information that may affect your benefits.

Benefit Description	FIRST Health National Transplant Program Plan Pays	FIRST Health Network (PPO) Out-Of-Area Plan Pays	Non-Network Non-PPO Plan Pays	Additional Explanations And Limitations
Human Organ And Tissue Transplants	100%, No Deductible	90%, After Transplant Deductible	70%, After Transplant Deductible	The plan's payment will be reduced by \$5,000 if you do not follow the procedures required by the health care management services program. This penalty does not apply to the out-of-pocket maximum.
Human Organ And Tissue Donor Costs	100%, No Deductible Up To \$100,000 Per Transplant	Not Covered	Not Covered	Benefits include procurement, acquisition, harvesting, and storage. Benefits also include the cost of any care, including complications, arising from an organ donation by a non-covered individual when the recipient is a covered individual, if not covered by any other source. The living donor's coverage will end if the recipient leaves the plan, even if the maximum benefit has not been reached.
Travel/Lodging And Meals Allowance	100%, No Deductible Up To \$10,000 Per Lifetime	Not Covered	Not Covered	Travel, lodging and meals allowance is combined for the transplant recipient, living donor (if applicable) and his or her individual travel companion (both parents, if patient under age 19). Reimbursement for lodging is limited to \$75 per day for the recipient, \$150 per day for recipient plus one other person or if two people accompany a recipient under age 19. \$75 per day for the living donor (if applicable). Meals will be reimbursed up to \$40 per person, per day.

First Health® National Transplant Program toll-free number:

1-800-541-1623

\* Benefits when not using a First Health® National Transplant Program facility. The transplant deductible does not apply toward the medical plan's annual deductible or out-of-pocket maximum. Covered non-PPO expenses are subject to reduction for usual and customary charges.

## SCHEDULE OF PRESCRIPTION DRUG BENEFITS

Annual Prescription Drug Deductible  
\$25 Individual

The following schedule outlines the co-payments, deductibles and dispensing limits for prescription drugs. Please refer to the text for additional plan provisions which may affect your benefits.

Retail Prescription Drugs	Mail-Order Prescription Drugs
<b>Tier 1 Most Preferred Co-Payment:</b> You must pay the first \$15 for each prescription or refill.	<b>Tier 1 Most Preferred Co-Payment:</b> You must pay the first \$30 for each prescription or refill.
<b>Tier 2 Preferred Co-Payment:</b> You must pay the first \$25 for each prescription or refill.	<b>Tier 2 Preferred Co-Payment:</b> You must pay the first \$50 for each prescription or refill.
<b>Tier 3 Non-Preferred Co-Payment:</b> You must pay the first \$40 for each prescription or refill.	<b>Tier 3 Non-Preferred Co-Payment:</b> You must pay the first \$80 for each prescription or refill.
<b>Dispensing Limits Per Co-Payment:</b> 34-day supply 90-day supply for contraceptives	<b>Dispensing Limits Per Co-Payment:</b> 90-day supply

First Health® Rx toll-free number: 1-800-541-1623

**NOTES:** Non-Network Pharmacies: Prescriptions filled at non-network pharmacies are not covered. If you are unable to locate a pharmacy participating in the network, call First Health at the toll-free number or check the on-line directory at [www.firsthealth.com](http://www.firsthealth.com) using access ID: CBK.

Prescription Contraceptives Dispensing Limits: You may receive up to a 90-day supply of prescription contraceptives from a retail pharmacy for a single co-payment.

Paper Claims Reimbursement: If the pharmacy is unable to file your claims electronically, you must pay the full cost for each retail prescription or refill and submit a claim for reimbursement as outlined in the First Health® Rx section of this plan. You will be reimbursed according to what the plan would have paid, less your applicable co-payment.

Mail-Order Refills: You should order your mail-order refills at least 2 weeks before you need them as outlined in the First Health® Rx section of this plan.

## INTRODUCTION

Christopher & Banks, Inc. has prepared this document to help you understand your benefits. Please read it carefully. Your benefits are affected by certain limitations and conditions which require you to be a wise consumer of health services and to use only those services you need. Also, benefits are not provided for certain kinds of treatments or services, even if your *health care provider* recommends them.

This document is written in simple, easy-to-understand language. Technical terms are printed in *italics* and defined in the Definitions section.

As used in this document, the word *year* refers to the *benefit year* which is the 12-month period beginning December 1 and ending November 30. All annual benefit maximums and deductibles accumulate during the *benefit year*. The word *lifetime* as used in this document refers to the period of time you or your eligible dependents participate in this plan or any other plan sponsored by Christopher & Banks, Inc.

Any amount you or your eligible dependents have accumulated toward the benefit maximum amounts of any previous Christopher & Banks, Inc. plan will be counted toward the benefit maximum amounts of this plan. In addition, any time accumulated toward satisfaction of a waiting period or pre-existing condition limitation under the previous plan will be counted toward satisfaction of the waiting period or pre-existing condition limitation of this plan.

Christopher & Banks, Inc. intends the plan to be permanent, but because future conditions affecting your *employer* cannot be anticipated or foreseen, Christopher & Banks, Inc. reserves the right to amend, modify or terminate the plan in any manner, at any time, which may result in the termination or modification of your coverage. If the plan is terminated, any plan assets will be used to pay for eligible expenses incurred prior to the plan's termination, and such expenses will be paid as provided under the terms of the plan prior to its termination.

Benefits described in this document are effective December 1, 2005.

## **ELIGIBILITY AND PARTICIPATION**

### **Who Is Eligible**

You are eligible to participate in this plan if you are a regular, full-time or part-time employee of Christopher & Banks, Inc. for at least 1 month and are regularly scheduled to work a minimum of 30 hours per week. Eligibility for *Medicaid* or the receipt of *Medicaid* benefits will not be taken into account in determining eligibility.

Your eligible dependents may also participate. Eligible dependents include: your lawful spouse as defined by applicable state law; your same or opposite sex *domestic partner* (must provide an affidavit of domestic partnership and approval from the *plan administrator*); natural children; stepchildren; children of your *domestic partner*; children who, before reaching the age of 18, are either adopted by you or placed in your home for adoption; and children for whom you are legal guardian. A dependent child must be unmarried and rely on you for primary support and maintenance. Dependent children remain eligible until the date they reach age 19, or until the date they reach age 25 if enrolled as a full-time student in a university, college, vocational school, secondary school or institution for the training of nurses.

If a dependent child is enrolled in the plan and is *physically or mentally handicapped* on the date coverage would otherwise end, the child's eligibility will be extended for as long as you are covered by this plan, the handicap continues and the child continues to qualify for coverage in all aspects other than age. The plan may require you at any time to obtain a *physician's* statement certifying the *physical or mental handicap*.

You may not participate in this plan as both an employee and a dependent, and your dependents may not participate in this plan as a dependent of more than one employee.

If your *employer* determines that your separated or divorced spouse or any state child support or *Medicaid* agency has obtained a legal qualified medical child support order (QMCSO), through a court order or an administrative process established under state law, and your current plan offers dependent coverage, you will be required to provide coverage for any child(ren) named in the QMCSO. If a QMCSO requires that you provide health coverage for your child(ren) and you do not enroll the child(ren), your *employer* must enroll the child(ren) upon application from your separated/divorced spouse, the state child support agency or *Medicaid* agency and withhold from your pay your share of the cost of such coverage. You may not drop coverage for the child(ren) unless you submit written evidence to your *employer* that the child support order is no longer in effect. The plan may make benefit payments for the child(ren) covered by a QMCSO directly to the custodial parent or legal guardian of such child(ren). The *plan administrator* has discretion to adopt procedures to determine if a child support order satisfies the requirements of a QMCSO. If you are not enrolled for coverage, you will be required to enroll along with the child and your share of the cost of such coverage will be withheld from your pay.

### **Who Pays For Your Benefits**

Christopher & Banks, Inc. shares the cost of providing benefits for you and your dependents. From time to time, Christopher & Banks, Inc. may adjust the amount of contributions required for coverage. In addition, the deductibles and co-payments may also change periodically. You will be notified of any changes in the cost of plan coverage before they take effect.

## **General Enrollment Requirements And Election Information**

You may enroll for coverage within 31 days of your eligibility date. If you desire dependent coverage, you must enroll your eligible dependents at this time. If you do not have any eligible dependents at the time of initial enrollment, but acquire eligible dependents at a later date, you must enroll the dependent(s) within 31 days of the date you acquire them. To enroll, you must complete and return any enrollment forms required or provided by your *employer* within the applicable time period. You may also enroll yourself or your eligible dependents during the annual open enrollment period. You may be required to obtain and provide your *employer* with a Social Security number for each covered dependent.

Your newborn child is not covered under the plan unless properly enrolled within 31 days of the date of birth. If your child is properly enrolled, coverage will begin on the date of the child's birth.

You are allowed to change your enrollment elections during a *benefit year* if you have a change in status. If you have a qualifying change in your status, you may change your enrollment decision within 31 days of the change in status by notifying your *employer* and completing and returning any required forms. Your change in enrollment election must be consistent with your change in status. In other words, you may only change your election if the change in status causes you, your spouse or your child to gain or lose eligibility for coverage under this or another plan, and the election change must correspond with the effect on coverage.

A qualifying change in status includes: marriage; divorce; legal separation; annulment of marriage; dissolution of domestic partnership; commencement of a domestic partnership; death of spouse or child; birth, adoption or placement of a child for adoption; termination or commencement of employment by you, your spouse or your child; a reduction or increase in hours of employment for you, your spouse or your child, including a switch between part-time and full-time, a strike, lockout, or commencement or return from an unpaid leave of absence; a change in dependent status for your child; a change in residence or work site for you, your spouse or your child; a significant change in cost or a significant curtailment of health coverage for you, your spouse or your child; a special enrollment event under the Health Insurance Portability and Accountability Act ("HIPAA") for you, your spouse or your child; you or the plan receives a QMCSO; or you, your spouse or your child becomes entitled to either *Medicaid* or *Medicare*.

## **When Coverage Begins**

When the enrollment requirements are met, your coverage begins on the first day of the month following 1 month of *active employment*.

Coverage for your dependents begins the later of when your coverage begins or the first day a dependent is legally acquired, if properly enrolled.

## **Special Enrollments**

If you decline coverage under this plan for yourself or your dependents because of other health plan coverage, you must provide written notice to the plan that you are declining coverage due to the existence of other coverage. If such other health plan coverage is subsequently terminated due to: (a) a loss of eligibility for such coverage (loss of eligibility does not include a loss due to: failure to pay premiums when due; failure to exhaust COBRA continuation coverage, if elected; or causes such as making a fraudulent claim or misrepresentation); or (b) termination of any company contributions for such coverage, then you and/or your eligible dependents may enroll in the plan. To enroll, you must notify your *employer* and complete and return any required forms within 31 days of the loss of the other coverage or termination of company contributions.

In addition, if you acquire a new dependent as a result of marriage, birth, adoption or placement for adoption, you and/or your eligible dependents may enroll in this plan. To enroll, you must notify your *employer* and complete and return any required forms within 31 days of the date of the marriage, birth, adoption or placement for adoption.

Newborns, adopted children and children placed for adoption are covered retroactive to the date of birth, adoption or placement for adoption. For special enrollment due to loss of eligibility for other coverage, loss of employer contributions toward other coverage, or marriage, coverage will begin on the first of the month following the date a completed request for enrollment is received.

## **Late Enrollments**

If you or your dependents are not enrolled within 31 days of either your eligibility date or a special enrollment date, you may enroll for coverage only during the annual open enrollment period.

Coverage for you and your eligible dependents begins on January 1 following the annual enrollment period.

## **Pre-Existing Conditions**

A pre-existing condition is any *illness* or *injury* (excluding pregnancy) for which medical advice, diagnosis, care or treatment (including prescribed drugs or medicines) has been received from a *physician or practitioner* during the 3 months prior to your *enrollment date*.

If you or your dependents have a pre-existing condition, related expenses will not be considered if they are incurred within 12 consecutive months from your *enrollment date* (18 consecutive months if you are a late enrollee).

The pre-existing condition limitation period will be reduced by any creditable coverage (not including any coverage preceding a break in coverage of 63 days or more) determined to exist under a previous health plan. The determination regarding the length of any pre-existing condition limitation period that applies to you and/or your dependents will be made within a reasonable time following receipt of a certificate of coverage or other accurate and reliable information relating to prior creditable coverage. You will be notified of this determination and the basis relied upon in support for such determination. Please see your *employer* for assistance in requesting and obtaining a certificate of coverage from any prior plan or issuer, or from this plan upon loss of coverage.

### **Pre-Existing Conditions (continued)**

If, while you are eligible for coverage under this plan, you adopt a child or a child is placed with you for adoption and the child is otherwise eligible for coverage under this plan, the child may be enrolled as a dependent without regard to any pre-existing condition.

### **Certificate Of Creditable Coverage**

If you leave this plan, a Certificate of Creditable Coverage will be provided showing your coverage. (If you or your dependents elect COBRA coverage as noted in that section, a second Certificate of Creditable Coverage will be provided when the COBRA coverage terminates.) The plan must also give you the certificate at any other time you request it while you are covered, or up to 24 months after your coverage under this plan ends. You should contact your *employer* for assistance in requesting and obtaining a certificate of coverage. If you become covered by a plan that has a pre-existing condition exclusion, you may use the certificate to show your new plan how long you had coverage under this plan.

### **When Coverage Ends**

Your coverage ends the earliest of: the end of the month in which your employment with Christopher & Banks, Inc. ends; the date contributions cease; the date you are no longer eligible to participate in this plan; or the date this plan terminates.

Coverage for your dependents ends the earliest of: the date your coverage ends; the date a dependent no longer meets the eligibility requirements; the date contributions cease; or the date this plan terminates.

### **Special Situations, Extension Of Coverage**

#### **Family And Medical Leave Act Of 1993 (FMLA)**

If you qualify for an approved family or medical leave of absence (as defined in the Family Medical Leave Act of 1993), eligibility may continue for the duration of the leave if you pay any required contributions toward the cost of the coverage. Your *employer* has the responsibility to provide you with prior written notice of the terms and conditions under which payment must be made. Failure to make payment within 30 days of the due date established by your *employer* will result in the termination of coverage. Subject to certain exceptions, if you fail to return to work after the leave of absence, your *employer* has the right to recover from you any contributions toward the cost of coverage made on your behalf during the leave, as outlined in the FMLA. Coverage continued under this provision is in addition to coverage continued under Optional Continuation of Coverage (COBRA).

#### Family And Medical Leave Act Of 1993 (FMLA) (continued)

If coverage is terminated for failure to make payments while you are on an approved family or medical leave of absence (as defined in the Family Medical Leave Act of 1993), coverage for you and your eligible dependents will be automatically reinstated on the date you return to *active employment* if you and your dependents are otherwise eligible under the plan. The pre-existing condition limitation and any waiting periods will not apply. However, all accumulated annual and *lifetime* maximums will apply.

#### Uniformed Services Employment And Reemployment Rights Act (USERRA)

If you were covered under this plan immediately prior to being called to active duty by any of the armed forces of the United States of America; coverage may continue for up to 24 months or the period of uniformed service leave, whichever is shortest, if you pay any required contributions toward the cost of the coverage during the leave. If the leave is 30 days or less, the contribution rate will be the same as for active employees. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage. Coverage continued under this provision runs concurrently with coverage continued under Optional Continuation of Coverage (COBRA).

Whether or not you elect continuation coverage under the Uniformed Services Employment and Reemployment Rights Act, coverage will be reinstated on the first day you return to *active employment* with Christopher & Banks, Inc. if you are released under honorable conditions and you return to employment: on the first full business day following completion of your military service for a leave of 30 days or less; within 14 days of completing your military service for a leave of 31 to 180 days; or within 90 days of completing your military service for a leave of more than 180 days (a reasonable amount of travel time or recovery time for an *illness* or *injury* determined by the Veterans Administration to be service connected will be allowed).

When coverage under this plan is reinstated, all provisions and limitations of this plan will apply to the extent that they would have applied if you had not taken military leave and your coverage had been continuous under this plan. The eligibility waiting period will be waived and the pre-existing condition limitation will be credited as if you had been continuously covered under this plan from your original effective date. (This waiver of limitations does not provide coverage for any *illness* or *injury* caused or aggravated by your military service, as determined by the VA. For complete information regarding your rights under the Uniformed Services Employment and Reemployment Rights Act, contact your *employer*.)

#### Continuation Coverage Upon Early Retirement

If you have completed at least 15 years of continuous service with the *employer* or have an employee contract with the *employer*, you can continue your coverage, if you pay the entire required contributions toward the cost of the coverage. You may also continue coverage for your eligible dependents. Coverage may continue for a period not to exceed 6 years upon early retirement or until Social Security retirement age and eligible for *Medicare*, whichever comes first unless the employee has an employment contract. Employees having an employment contract shall be granted this option of coverage to Social Security retirement age and eligible for *Medicare*. Dependent coverage may continue until the earlier of the date your coverage ends or the date your dependent becomes eligible for *Medicare* or reaches Social Security retirement age. Coverage continued under this provision is in addition to coverage continued under Optional Continuation of Coverage (COBRA).

### **Reinstatement Of Coverage**

If you terminate employment for any reason and are rehired within 30 days, coverage may be reinstated on the first day of the month following rehire, if the enrollment requirements are completed within 31 days. The pre-existing condition limitation and all accumulated annual and *lifetime* maximums will apply.

If you are rehired after 30 days, or if you fail to enroll as required by the plan, you will be considered a new employee.

## FIRST HEALTH® ONCALL

Christopher & Banks, Inc. has selected First Health to provide services for its health care plan.

The plan uses The First Health® Network as its *preferred provider organization (PPO)*, whose name appears on your plan identification card. A *PPO* is a group of *health care providers* that has agreed to provide medical care services at a contracted rate through the *PPO*. Because the contracted rate results in savings to both you and the plan, you are reimbursed at a higher level if you use *PPO* providers. *PPO* providers are also referred to as a "network" or "network providers." The terms "non-network" or "out-of-network" refer to *health care providers* that do not participate in The First Health® Network. Network providers include *hospitals*, *physicians*, *outpatient* facilities and other ancillary *health care providers*. The First Health® Network directory lists *hospitals* and *physicians* that are available through the network. This free directory will be provided to you as either a separate document or in an electronic format upon your enrollment in the plan. Network providers can also be found in two other ways: 1) by calling First Health toll-free at 1-800-541-1623 (24 hours a day, 7 days a week); and 2) via the Internet, by logging on to [www.firsthealth.com](http://www.firsthealth.com). Enter the access ID: CBK.

When seeking health care, please note that the plan is structured so that you have the lowest out-of-pocket cost for your health care coverage when network providers are used. You have the flexibility of seeking care directly from any type of network provider, including specialists. For most visits, simply choose the network *physician* preferred and make an appointment when care is needed. You may also seek care from a non-network provider. However, it is important to note that when using a non-network provider, the plan's coinsurance may be reduced as outlined on the Schedule of Medical Benefits, which will increase the amount you must pay. The final choice of *health care providers* is always up to you. Some plan benefits may be offered only through the *PPO*. Please refer to the Health Care Management Services section of this plan to determine if you need to give prior notification of services before seeing your provider.

Providers in The First Health® Network will maintain traditional *health care provider/patient* relationships with you and/or your dependent(s) for the provision of *hospital* and other medical services. Such relationships include the right of providers in The First Health® Network to commence or terminate treatment in accordance with generally accepted principles of medical practice and treatment. Nothing contained in this plan will require a provider in The First Health® Network to commence or continue medical treatment for you or your dependent(s), and nothing contained in this plan will require you or your dependent(s) to commence or continue medical treatment with a particular provider in The First Health® Network. Further, nothing in this plan will limit or otherwise restrict a *physician's* medical judgment with respect to his/her ultimate responsibility for patient care in the providing of medical services to you and/or your dependent(s).

This plan also allows you to access providers who have a contract with MultiPlan, but are not part of The First Health® Network. MultiPlan has entered into contracts with non-*PPO* *health care providers* that have agreed to discount their charges. Covered services from participating MultiPlan providers are considered at the MultiPlan negotiated rate, subject to applicable deductibles, co-payments and coinsurance. Since MultiPlan providers are not *PPO* providers, non-*PPO* benefit levels will apply, but you should benefit from the negotiated rates.

## HEALTH CARE MANAGEMENT SERVICES

### **What Is Health Care Management?**

Christopher & Banks, Inc. desires to provide you and your family with a health care benefit plan that financially protects you from significant health care expenses while helping you obtain quality care. While part of increasing health care costs results from new technology and important medical advances, another significant cause is the way health care services are used.

Christopher & Banks, Inc. has contracted with First Health to identify and assist individuals with conditions requiring extensive or long-term care. The program is not intended to diagnose or treat medical conditions, guarantee benefits, make payments or validate eligibility for plan coverage. The program focuses on making recommendations regarding the appropriateness and *medical necessity* of specified health services. The final medical decisions regarding treatment are always made between you and your treating *physician*.

Health care management services include a number of components explained in more detail below. These components include: prior notification and certification requirements for *inpatient* services and *mental/nervous disorders*; case management services for serious or extended *illnesses*; voluntary maternity services; round-the-clock support; the **First Health** Care Support Program; and the **First Health** National Transplant Program.

### **Prior Notification Requirements**

You are required to call First Health's toll-free number (1-800-541-1623) for the following:

- All *inpatient* admissions (other than maternity), including any elective admission to a *hospital*.
- Within 48 hours (2 working days) of any emergency admission.
- Before receiving *inpatient* treatment for chemical dependency/substance abuse or a *mental/nervous disorder*.
- When a maternity stay extends beyond 48 hours following a normal vaginal delivery or 96 hours following a Cesarean section delivery.
- All human organ and tissue transplants prior to selecting a transplant facility or scheduling a pre-transplant evaluation.

You may call at any time, day or night. When you call First Health, it will be necessary to provide your name, the patient's name, the name of the *physician* and *hospital* or facility, the reason for the hospitalization and any other information needed to complete the review, as determined by First Health. You will be advised if certification of *medical necessity* is required for the proposed services. If so, the certification process described in the following section will be started immediately. It is your responsibility to obtain the cooperation of the *physician* in the program.

## Certification And Non-Certification

First Health may review a proposed service and evaluate whether it is *medically necessary*. If it is determined to be *medically necessary*, you and your providers will receive a Notice of Certification. If First Health does not recommend that the proposed services are *medically necessary*, you and your *physician* will receive a Notice of Clinical Non-Certification. The notice will describe why the proposed services were non-certified and will describe how to appeal the non-certification. Please see the "How To Appeal A Denial Of Benefits Or Clinical Non-Certification" section.

Depending on the proposed service and the health of the participant, First Health will respond in a timely and appropriate manner. Requests for certification fall into one of two categories. Based on the categorization of the request, First Health will respond orally or in writing within the prescribed times. The categories of requests for certification are:

### Request For Certification Involving Urgent Care

This involves a request for certification of proposed services to which the application of the time periods for making non-urgent care certifications: (1) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or (2) in the opinion of a *physician* with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

### Request For Certification Involving Non-Urgent Care

This comprises a request for certification of proposed services which do not involve urgent care.

After you or your *health care provider* have made a request for certification which does or does not involve urgent care, First Health may provide a Notice of Certification, a Notice of Clinical Non-Certification, or ask that you or your *authorized representative* provide additional information. The time periods for these actions to be completed by either you or First Health are as follows:

<b><u>REQUEST INVOLVING URGENT CARE</u></b>	<b><u>RESPONSE TIME</u></b>
First Health to request additional information.....	24 hours from your initial request for certification
First Health to notify you of failure to follow certification procedures.....	24 hours from your initial request for certification
You or your <i>authorized representative</i> to provide First Health with additional information.....	48 hours from time request is made by First Health
First Health to provide Notice of Certification or Notice of Clinical Non-Certification.....	72 hours from your initial request for certification

**Certification And Non-Certification (continued)**

<b><u>REQUEST INVOLVING NON-URGENT CARE</u></b>	<b><u>RESPONSE TIME</u></b>
First Health to request additional information.....	15 days from your initial request for certification
First Health to request an additional 15 days when matters beyond its control have delayed its ability to review the request.....	15 days from your initial request for certification
First Health to notify you of failure to follow certification procedures.....	5 days from your initial request for certification
You or your <i>authorized representative</i> to provide First Health with additional information.....	45 days from date request is made by First Health
First Health to provide Notice of Certification or Notice of Clinical Non-Certification.....	15 days from your initial request for certification

The time periods above are not cumulative, but instead run concurrently. However, if First Health requests additional information, the time periods above for providing the Notice of Certification or Notice of Clinical Non-Certification will be delayed. When the requested information is received by First Health, the time period to provide the appropriate notice will resume as of the date the information was first requested by First Health.

For example, if First Health requested additional information on the 5<sup>th</sup> day after receipt of a certification request for non-urgent services, First Health has the remaining 10 days in the original 15-day period to provide the appropriate notice after receiving the information it requested from you. Regardless of any delays in this process, the decision whether to receive a proposed health care service is always yours, in consultation with your *physician*.

If you or your dependent are hospitalized or receive other health care services without meeting the notification requirements, notification may be made during the *hospital* confinement or delivery of other services. If the confinement or other service is determined to be *medically necessary*, the preceding days of *hospital* confinement or other service will not be penalized. Remaining days of *hospital* confinement or other services, if certified, will not be penalized if the confinement or other service is deemed *medically necessary*.

If services are proposed to extend beyond the period for which certification is given, First Health will initiate further *medical necessity* review prior to the receipt of additional services. If you, your dependent or the *physician* request services beyond the period for which certification is given, an extension request should be made no later than 24 hours before the end of the period. First Health will review the request and provide an oral or written Notice of Certification or Notice of Clinical Non-Certification within 24 hours of receipt of the request if it is a request involving urgent care, or if it is a reduction or termination of services previously certified.

## **Certification And Non-Certification (continued)**

If First Health does not receive adequate information to properly evaluate whether the proposed services are *medically necessary*, you and your *physician* will receive a Notice of Additional Information Needed. This notice will describe what information is needed. You must submit the information requested as soon as possible, but no later than 45 days upon receipt or a notice will be issued showing a non-recommendation based on a lack of information provided. You may choose to resubmit the request for certification with the requested information. Also, please see the "How To Appeal A Denial Of Benefits Or Clinical Non-Certification" section if a Notice of Clinical Non-Certification is issued.

- The decision whether to receive a proposed health care service is always yours, in consultation with your *physician*, and will be at your cost if not covered under this plan.
- Prior to payment of benefits, First Health may retrospectively review for *medical necessity* any services provided but not previously certified or reviewed. This will apply even if you or your dependent has made a request for certification, but First Health did not provide a Notice of Certification or a Notice of Clinical Non-Certification because the necessary information was not provided. However, you will not be penalized for failure to follow required notification procedures.
- Certification is not a guarantee that benefits are payable by this plan. Also, certification does not substitute for filing a claim with the plan, if necessary. Payment of benefits is subject to all plan provisions, limitations and exclusions. In addition, verification of coverage does not fulfill certification requirements nor does it guarantee payment of benefits. If you are uncertain about whether certification is required for proposed services, please call First Health at 1-800-541-1623.

## **Reduced Benefits For Failure To Follow Required Notification Procedures**

If you follow the notification and certification requirements outlined above, your benefits will be unaffected, and you and the plan avoid expenses related to unnecessary health care. However, if you do not follow the procedures required by this plan, the plan's coinsurance will be reduced by \$250 for all related covered *hospital* expenses, after any applicable deductible. This will not apply to situations where a *medical emergency* results in your inability to follow the notification and certification requirements prior to receiving care. You, your dependent or the *physician* should provide notification as soon thereafter as possible.

The penalty assessed when you do not follow the notification and certification procedures required by the plan does not apply toward your out-of-pocket maximum.

## **Case Management**

If you or your dependent have a serious or extended care *illness* or *injury*, a case manager may assist you or your dependent in identifying and coordinating appropriate and cost-effective medical care alternatives. The case manager may also coordinate communication among you and all *health care providers* involved in your or your dependent's care.

Plan benefits may be modified by the *plan administrator* to permit a method of treatment not expressly provided for, but not prohibited by law, rules or public policy, if the *plan administrator* determines that such modification is *medically necessary* and is more cost-effective than continuing a benefit to which you or your eligible dependents may otherwise be entitled. The modified benefits will be coordinated with you and your treating *physician*. The intent of the modified benefits is to provide you with maximum coverage under the plan. The *plan administrator* also reserves the right to limit payment for services to those amounts which would have been charged had the services been provided in the safest and most cost-effective setting available.

## **Specialized Maternity Program**

The primary objective of the specialized maternity program is to identify high-risk pregnancies to promote positive outcomes for the mother and baby, and to assist in coordinating cost-effective care. You are encouraged to call First Health's toll-free number at 1-800-541-1623 during the first trimester of your pregnancy; however, you may call at any time during your pregnancy. When you call, a *nurse* will ask you questions about your general health and medical history. This information may be provided to your *physician* or *practitioner* and will help determine whether a First Health nurse can provide you with additional support during and/or after your pregnancy.

If appropriate, a case manager will follow your case, recommend specialists and/or facilities when applicable, and coordinate communication among you and all *health care providers* involved in your care.

The specialized maternity program is an optional service provided for your benefit. The plan's coinsurance will not be reduced if you choose not to participate in the program.

## **Round-The-Clock Support**

You may call First Health's toll-free number 1-800-541-1623 at any time, day or night, to: initiate the certification or notification process; obtain assistance in locating network providers; obtain general health care information; or have your questions about health care issues answered. A *nurse* will provide you with information about your condition, self-care and, if necessary, suggest the names of network providers from whom you may seek health care.

This 24/7 service is a benefit to you, allowing you to be informed about your health care options. There is no penalty for not using it. This service is not meant to replace *physician* care. If you require medical care, please be sure to see your *physician* or *practitioner*.

## First Health® Lab Program

The First Health® Lab Program is a voluntary program that provides maximum benefits for covered lab services. This program provides covered *outpatient* laboratory services at no out-of-pocket cost to you when Quest Diagnostics Inc. performs the testing. If your *physician* draws the blood and forwards to Quest, the *physician's* charges for the office visit and blood draw fall under the normal plan provisions (*physician* office visit, for example).

To obtain 100 percent laboratory benefit coverage Quest Diagnostics must process all lab testing. You will have to inform your *physician* or *practitioner* that you want Quest Diagnostics used for the lab processing. If your *physician/practitioner* doesn't use a Quest Diagnostics service facility, you can request a prescription for the lab tests and go to a Quest facility. You can locate the nearest Quest facility by calling 1-800-541-1623, or visiting our Web site at [www.firsthealth.com](http://www.firsthealth.com).

## Care Support Program

The care support program is a voluntary program designed to help you manage a chronic condition successfully with *outpatient* treatment and avoid unnecessary emergency care or *inpatient* admissions. Examples of conditions that can be managed through this program include asthma, chronic obstructive pulmonary disease (COPD), chronic renal disease, congestive heart failure (CHF), coronary artery disease (CAD), depression, diabetes, high-risk maternity, specialized wound care and transplant.

Through interactions with you and your *physician*, or based on your pharmacy and/or medical claims data, you may be contacted by First Health to participate in the program. A case manager will work closely with you to provide you with educational information about your condition, treatment plan or medication support. As always, your final treatment plan will be decided between you and your *physician*. If you have a chronic condition and would like more information, or if you have questions about your current treatment, call First Health at 1-800-541-1623.

## Transition Benefits

If you are currently living in the *PPO* service area and were in the second or third trimester of your pregnancy, or were receiving on-going medical treatment prior to December 1, 2005, you may qualify for some services to be considered at the *PPO* level of benefits for the first 60 days (December 1, 2005 through January 29, 2006) from the effective date of this plan, even if your *physician* or *practitioner* is not currently a part of The First Health® Network. To qualify for this benefit, you must call First Health at 1-800-541-1623 before continuing to receive services/treatments in any of the categories listed below. Those services include the following:

- Cardiac rehabilitation;
- Physical, occupational or speech therapy;
- Mental/nervous or substance abuse treatment.
- Post-surgical care provided by your surgeon;